

1 General

Etoiles du Sud BV - General terms and conditions for our guests (revised Jan. 1st, 2025)

Your contractual partner is the company Etoiles du Sud BV (hereinafter referred to as "Etoiles du Sud"). The following General Terms and Conditions apply to your booking.

2 Entering into a travel agreement

2.1 Booking - By making a booking, you are making a reservation after which you will receive a booking confirmation. The booking only becomes final after we have received the down payment. No later than 6 weeks before the arrival date and when the total sum has been paid, the guest will receive the final travel agreement from us. This travel agreement between Etoiles du Sud and the booker further consists of these General Conditions

2.2. Booking confirmation - This is sent to the customer by e-mail immediately after booking and can be found online via the guest login.

2.3 Travel contract - this is sent to the booker by e-mail as soon as the full travel price has been paid and can be found online via the guest login.

2.4. Travelling party - The booker, who is also the main guest, is responsible for the rest of the travelling party and the correct number of people specified. This means that the booker must ensure that he/she and the travel party fulfil the contractual obligations and behave like good guests.

2.5. Offer - The information and descriptions of the villas on our website have been compiled with the greatest possible care. Circumstances may cause descriptions or photographs to differ slightly from the actual situation. For example, the (outdoor) swimming pool may be closed in winter, the villa may have been furnished with different furniture in the meantime, or the estimated distances may be less accurate than stated. If these differences are not decisive, Etoiles du Sud cannot be held liable for this.

2.6. Errors - Etoiles du Sud shall not be bound by a clearly recognizable mistake or error, such as price errors (e.g., as a result of printing or calculation errors) or allocation errors on the website.

2.7. Subletting - The subletting or offering with its own prices of the villas published by Etoiles du Sud is not permitted.

2.8. Special requests - Etoiles du Sud is happy to consider special requests of guests but cannot guarantee that such requests will be met. The services we offer are, in principle, less suitable for people with a mental or physical disability but we are happy to advise on this in appropriate cases. Special wishes, conditional bookings and verbal agreements are only valid if confirmed in writing by Etoiles du Sud.

3. Travel price

3.1. Payment - The full travel price must be paid by the guest in euros, unless specifically stated otherwise. The date of payment shall be the date on which the payment is received in the bank account of Etoiles du Sud. In the case of payment in other currencies, the guest must take account of any price differences due to the current exchange rate.

3.2 Payment term - The down payment shall be a minimum of 30% of the holiday price and is indicated in the booking procedure for each villa. The deposit is due immediately upon receipt of the booking confirmation. The booking is only final after the deposit has been received by Etoiles du Sud on its bank account.

Payment of the balance of the holiday price must be received by Etoiles du Sud at least 8 weeks before departure or within the period indicated in the booking procedure for the relevant villa. For bookings made less than 8 weeks before departure, the entire travel sum must be paid immediately.

3.3. Payment after due date - If no deposit and/or final payment has been received by the agreed due date, Etoiles du Sud is entitled to cancel (rescind) the travel contract. Etoiles du Sud is thereby entitled to charge the cancellation fee to the guest. After cancellation of the travel contract, the villa can be booked by other guests and Etoiles du Sud can no longer guarantee the availability of the villa to the guest.

3.4 Security deposit and additional costs - Most villas are subject to a security deposit, which is mentioned in the description. Additional costs may apply, such as for bed linen or (final) cleaning or other optional choices. The method of payment of the deposit and/or additional costs will be shown in the booking procedure.



3.5 Booking fees - Etoiles du Sud charges a fee per booking to cover administrative costs. This amount is already included in the rental of the property.

4 Modification and cancellation

4.1. Modification - Etoiles du Sud can make minor changes to the travel contract but shall inform the guest beforehand. In the case of more substantial changes, Etoiles du Sud shall first ask the guest whether he/she agrees or whether he/she wishes to cancel the booking. If the guest wishes to amend the travel agreement at his/her own request, for example by changing the arrival date or choosing another villa, Etoiles du Sud shall charge the guest an amount equal to the cancellation fee.

4.2. Cancellation by Etoiles du Sud - In incidental cases, Etoiles du Sud may unfortunately have to cancel the final booking on the first working day after booking. In this case, the (advance) payment is fully refunded to the booker.

Etoiles du Sud may also cancel the travel contract before the arrival date if fulfilment of the contract is not reasonably possible due to unavoidable and extraordinary circumstances. In this case, Etoiles du Sud loses its right to full payment of the booking and the amount already paid shall be refunded to the booker.

4.3. Alternative - If a substantial part of the stay is not or no longer possible due to problems with the villa, Etoiles du Sud shall seek an equivalent alternative for the guest. In doing so, Etoiles du Sud shall try to consider as much as possible the location, class and facilities of the villa as well as the composition of the travel party. If the alternative villa is demonstrably of an inferior quality, the guest shall be eligible for compensation. If the alternative villa is proven to be of higher quality, the Guest shall be charged an additional amount. In both cases, the Guest also has the option of cancelling the travel contract and receiving a refund for the unused holiday.

4.4. Cancellation charges - In the event of cancellation by the Guest, the Guest is not entitled to a free cancellation charge. The rental price as stated in the travel agreement ("rental price") and paid by the Guest includes a cancellation protection that provides an opportunity to cancel subject to the applicable cancellation conditions. The current cancellation policy applicable to the booking can be found in the villa description and/or the travel contract. If a villa is booked through one of our partner's websites, it is possible that this partner's cancellation policy applies. If this is the case, it will be stated in the travel contract.

The booking can be cancelled by the guest at any time prior to the arrival date. Cancellations are only processed during business days. Should a cancellation reach us after the end of a working day, we will process it within 3 working days at the latest. The first working day after receipt of the cancellation determines the amount of the cancellation charge.

4.5. Refund after cancellation - Etoiles du Sud shall endeavor to refund the balance of the rental price within 14 days of the date of cancellation.

4.6. Termination of stay for behavioral reasons - Etoiles du Sud may terminate the rental agreement without notice if the guest, despite prior warning, continues to disrupt the stay or behaves in a way that is contrary to the travel contract and justifies immediate termination of the travel contract. This is for example the case if other persons are endangered. In such cases, the travel price shall be forfeited immediately, and the guest shall be liable for any damage directly resulting from his/her behavior.

5 Stay

5.1 Arrival - Upon arrival, guests must present their travel contract to the property owner or manager. Key collection does not necessarily take place at the villa itself but can take place at the address stated in the travel contract. Especially during the season, it can happen that guests have to wait at a specified location where the key will be handed over/returned by them.

5.2 Check-in - As a rule, check-in takes place between 15:00 and 18:00. If this is not the case, it will be stated in the travel contract. The guest must make every effort to arrive on the date specified in the travel contract, as for organizational reasons it is not always possible to accept arrivals on other dates. The guest must always ask Etoiles du Sud in advance whether it is possible to arrive on an alternative date, should this apply to him/her. If an alternative arrival is indeed possible, Etoiles du Sud shall confirm this in writing to the guest and additional costs may be charged if applicable to the villa rented by the guest.

If the guest is unable to arrive at the villa as agreed at the time of booking (for example, due to heavy road traffic or for personal reasons) and there are no unavoidable and exceptional circumstances at the place of destination or in its immediate vicinity that make it difficult for him to arrive on time, Etoiles du Sud shall be entitled to the payment in accordance with Clause 4.4. The same applies if the guest leaves the villa earlier.

5.3 Check-out - On the departure date stated in the travel contract the villa must be vacated in a clean state, i.e., in the same state as the guest found it, and handed over to the holiday homeowner or his representative by 10.00 a.m. at the latest. If applicable, the travel contract shall specify alternative check-out times. If the guest has not left the villa at the specified time, he/she will be charged for this based on the applicable additional costs of the villa.

5.4 Final Cleaning - Before departure the Guest shall carry out a basic cleaning, which shall include cleaning the kitchen, rinsing and storing the crockery, removing all food waste and rubbish, removing the bed linen and sweeping or vacuuming all the rooms, so that the rented property can be handed over in a spotlessly clean condition. If the basic cleaning is not satisfactorily performed, Etoiles du Sud is entitled to charge the guest for the additional cleaning costs.

Some villas offer the possibility of cleaning the villa yourself. If the cleaning is left to the homeowner or manager, the guest shall pay a fee corresponding to the regular cleaning rates mentioned in the description of the villa.

5.5. Help and assistance - Should the guest require urgent personal help or assistance during the stay, the homeowner or manager can be contacted for information in the first instance. If the guest cannot reach them or they are unavailable, Etoiles du Sud can be contacted. The contact details can be found on our website.

5.6. Damage - If the guest or travel party causes damage in or around the villa, we request that he/she report the damage as soon as possible to the homeowner/manager and to Etoiles du Sud, whereby the guest may be held liable for the damage.

6. Special conditions and instructions

6.1. Fixed and variable costs - Fixed costs, which must be paid in all cases, are included in the price indicated on our website. Variable costs which depend on the number of persons travelling with you, the composition of the travel party or the consumption (such as tourist tax, electricity, gas, heating, water) may be payable to the homeowner or manager depending on the consumption in the villa. If there are any questions about the variable costs to be paid, one can contact Etoiles du Sud.

6.2. Extra beds and/or cots - The booking confirmation states whether extra beds and/or cots are available. You must always bring your own bedding for a cot. Please check in advance if a cot is included in the maximum number of persons allowed in the villa or if an extra person (child) is allowed to stay in the villa. Cots are generally suitable for children up to 2 years old. Extra beds and cots should always be communicated at the time of booking and, in some cases, confirmed to the guest. The travel contract must contain a note that an extra bed and/or cot has been reserved.

6.3. Pets - The villa description states if pets (limited to dog or cat) are allowed in the villa. A pet must always be registered when making a booking. Information about the pet and its size must also be provided, even if the property description states that pets are allowed. Certain breeds of dog, usually the so-called fighting dogs, are subject to strict regulations or outright bans in many countries. It is the guest's responsibility to inform himself/herself in good time about the regulations that apply to him/her. If pets are brought without permission, Etoiles du Sud may demand that the animals concerned are removed from the villa. The right of cancellation granted to Etoiles du Sud in Article 4.4 is not affected by the foregoing.

6.4. Heating - In villas in southern Europe, heating is not always available. Central heating in the form of air conditioning, electric heating or otherwise is generally turned on/off by the guests themselves. If there is a heating system, information on how to turn it on/off will be provided by the homeowner or manager.

6.5 Internet and Wifi - Internet/Wifi is available only if explicitly mentioned in the description and/or booking confirmation of the villa. Etoiles du Sud does not guarantee that it will always be available, nor does Etoiles du Sud guarantee speed, stability, compatibility and security. Consequently, the guest is responsible for taking adequate security measures for his/her devices. Internet/Wifi is normally provided for holiday purposes and can therefore be limited. It is therefore not suitable for business use and is at the user's own risk. Applicable laws must be observed when using it and in particular the guest is obliged to refrain from downloading files or accessing data containing material (e.g., films, music) which is protected by copyright but is nevertheless distributed illegally on the Internet via file-sharing networks or similar. It is also not permitted to download files with criminal content or using illegal means. In the case of a culpable breach, as stipulated in this text under the heading "Internet/Wifi", the guest shall indemnify Etoiles du Sud against all third-party claims.

6.6. Swimming pool - The villa description states whether the villa has a swimming pool, usually together with information on the opening dates of the pool during the season. Guests should note that the dates stated for the beginning and end of the season are subject to change due to weather conditions. Guests should also take into account any rules that may apply to the use of the swimming pool.

6.7. Electric charging - It is not permitted to use or connect devices with a high charging load such as, but not limited to, air conditioning, e-bikes and electric cars, unless specifically stated otherwise in the travel contract or confirmed in writing by Etoiles du Sud to the Guest.

6.8. Maximum Occupancy - The villa may not be occupied and used by a greater number of guests than confirmed in the travel contract. The maximum number of persons mentioned includes children and infants, unless otherwise agreed in writing with Etoiles du Sud and confirmed in the travel contract. Overcrowding of the villa gives Etoiles du Sud the right to increase the rent proportionally with retroactive effect, increased by any additional costs. The right of cancellation granted to Etoiles du Sud in Article 4 is not affected by the above.

7 Complaints and claims

7.1 Reporting on site - Should the villa fail to meet the guest's expectations, he/she shall immediately report this to the homeowner/property manager. If the guest cannot reach an agreement with the owner/manager, he/she shall immediately inform Etoiles du Sud. Etoiles du Sud can propose an appropriate solution provided that this solution is reasonably feasible and does not entail excessive costs. If the guest does not immediately inform Etoiles du Sud that the villa does not meet his/her expectations, the guest loses the right to compensation.

7.2 Complaint - If the shortcoming is of such a nature that it seriously affects the rest of the stay and it is not possible to find a solution or an alternative, the guest has the option of cancelling the travel contract and, if applicable, is entitled, at the discretion of Etoiles du Sud, to a deduction from the travel price or to compensation.

If Etoiles du Sud does not offer an appropriate solution within a reasonable period, the guest has the right to lodge a written complaint. Etoiles du Sud advises the guest to file any complaints as soon as possible after his/her stay but at the latest within 8 weeks of his/her return. After this period, his/her right to complain expires.

It must be borne in mind that the service providers (such as the owner and manager) are not parties to the travel contract and do not function as representatives of Etoiles du Sud nor are they authorized to acknowledge claims and to issue and/or receive legally binding declarations.

8. Liability/Restriction of liability

8.1. Right to compensation - If the accommodation is not in accordance with the travel contract, the guest may have a right to compensation unless the damage is due to the following causes:

- culpable acts or omissions by the guest or a person travelling with him/her;
- unforeseeable or inevitable deficiencies on the part of third parties;
- unavoidable, exceptional circumstances.

8.2. External factors - External factors, force majeure and special regional factors such as the presence of insects, stray animals, inclement weather or the state of the public highway do not entitle the guest to make a claim against Etoiles du Sud.

8.3. Limitation of liability - The liability of Etoiles du Sud for damages resulting from a breach of contractual obligations or relating to property shall be limited to a maximum of 1.25 times the hire price, except where a limitation of liability for claims for example for bodily injury is not permitted.

9. Timely claim

9.1 Time limit - The right of the guest to claim damages and/or compensation lapses after 8 weeks.

9.2 Commencement of limitation period - The limitation period mentioned in Clause 9.1 commences on the last day of the stay as stipulated in the travel agreement.

10. Guest (contact) information

10.1 The contact details and requested information of the Guest and his/her travelling companions are necessary for the booking. The way in which we handle this personal data is described in our Privacy Policy.

11. For clarification

11.1 Business guests - Etoiles du Sud specializes in renting villas from private individuals to holiday guests. They are therefore not suitable for business travelers.

11.2 Holiday stay - As the villa is intended for a holiday, villas can be rented from us for a continuous period of up to 2 months.

11.3 Adults only - Bookings can only be made with Etoiles du Sud by persons 18 years of age or older.

11.4. Youth groups - Villa rentals are primarily intended for family holidays. Groups consisting entirely of young people are therefore not admitted. As a rule, youths are defined as persons up to 21 years of age, unless otherwise stated in the travel contract. If this applies, we will state this clearly on our website and in the travel agreement. Bookings that conflict with this will be cancelled by us and subject to the applicable cancellation charges.

11.5. Parties and gatherings - The villa is intended for a select travel group. It is therefore not permitted to organize parties, events or meetings with guests other than those in the travelling party. If this is not respected, Etoiles du Sud shall, upon discovery, terminate the travel contract immediately and without prior notice and charge costs such as cleaning costs and compensation.

11.6. Additional services - Additional travel services from third parties, booked via a link on our website, are not part of your travel contract with Etoiles du Sud.

11.7. Applicable law - The travel contract is governed by Dutch law unless it is explicitly contrary to the law of your own country.

11.8. Individual provisions - If individual provisions of the travel agreement are null and void, this shall not have the effect of nullifying the travel agreement as a whole.

12. Regulations on passports, visas, health, customs and foreign currency

12.1. Compliance - The guest is personally responsible for compliance with the applicable regulations for the countries of entry and departure, as well as health regulations, passport and visa regulations and the regulations for the admission of pets.

The embassies/consulates in the countries visited will also provide information. All penalties incurred by the guest because of failure to comply with these regulations, in particular the payment of a cancellation fee, shall be borne by the guest, unless they are the result of the provision of incorrect or insufficient information by Etoiles du Sud.